

Board of County Commissioners

Staff Report

Matters from Staff Agenda item

Meeting Date: February 6, 2018

Submitting Department: Public Health

Presenter: Jodie Pond

Subject: Consideration of a Contract with Independent Contractor, Adair Flynt for Nurse Practitioner Services for Family Planning Clients at Teton County Public Health Department

Statement / Purpose: To provide family planning services for clients at Teton County Public Health Department through a contract with an independent contractor, Adair Flynt, Nurse Practitioner.

Background / Description (Pros & Cons): The Contractor will provide an additional four hours per week of Nurse Practitioner family planning services for clients at Teton County Public Health. Current demand exceeds the one day per week the St Johns Medical Center Nurse Practitioner is providing. In addition, we have a donation to cover the additional cost of these services.

Telephone and email bids were requested of 4 qualified Nurse Practitioners. Adair Flynt was chosen due to her qualifications and she was the low bidder for these services.

Statement of Strategic Intent addressed by this item (Identify BCC goals accomplished/addressed): This Contract supports: Vibrant Community – Goal: Promote access to quality public health, social services and transit for people of all income levels.

Attachments: Contract between Adair Flynt, Family Nurse Practitioner, an independent contractor and Teton County.

Fiscal Impact: The funding for this contract is contained in the Public Health Department's current Fiscal Year budget. The contractor will provide Teton County Public Health up to 4 hours of service per week. The details of the price and payment are contained in the contract. Public Health received an \$8,000.00 donation this Fiscal Year. The donor requested the funds be used to support family planning services.

Staff Impact: The independent contractor will provide family planning services with support from current staff.

Legal Review: Reviewed and approved by Keith Gingery, Deputy County Attorney.

Recommendation: Approve the Contract between Independent Contractor, Adair Flynt and Teton County Public Health.

Suggested Motion: I move to approve the Contract between Independent Contractor, Adair Flynt for Nurse Practitioner services for family planning clients at Teton County Public Health.

CONTRACT WITH INDEPENDENT CONTRACTOR
FOR NURSE PRACTITIONER SERVICES FOR FAMILY PLANNING CLIENTS AT
TETON COUNTY PUBLIC HEALTH

This Contract for Services is entered into this the 6th day of February, 2018, (hereinafter referred to as the effective date of the Agreement or Contract) by and between Adair Flynt, P.O. Box 7016, Jackson, Wyoming 83002, (hereinafter referred to as "Contractor") and Teton County, a duly organized county of the State of Wyoming, P.O. Box 1727, Jackson, Wyoming 83001 (hereinafter referred to as "County").

Witnesseth

WHEREAS, the County desires to hire an independent contractor to provide nurse practitioner services for family planning clients at Teton County Public Health; and

WHEREAS, Contractor is a nurse practitioner with the necessary skills and experience; and

WHEREAS, the County desires to hire Contractor and Contractor desires to provide nurse practitioner services.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the terms and conditions set forth herein.

Article 1. Description of Services

Contractor shall provide Nurse Practitioner services to family planning clients at Teton County Public Health, 460 East Pearl Ave, Jackson, Wyoming. These services shall include, but are not limited, to the following scope of work:

1. Reviewing and approving standard clinic protocols and policies.
2. Physical examinations.
3. Ordering and/or administering appropriate tests.
4. Referral to appropriate providers when condition beyond the scope of Teton County Family Planning or the contractors abilities or license.
5. Writing prescriptions for medication within the scope of Teton County Family Planning.
6. Provide Teton County Public Health with a current Wyoming Nurse Practitioner's license.
7. Provide Teton County Public Health with proof of a current CPR certification.
8. Complete paperwork as designated by agency policy and protocols.
9. If cancelation of a clinic is necessary, provide the County with at least 48 hours notice.
10. Adhere to all standards and laws for Nurse Practitioners in the state of Wyoming.
11. Adhere to all federal HIPAA guidelines as they pertain to family planning clients.
12. Pay all federal taxes and social security payments.

Article 2. Contract Price And Payment

The County will pay the Contractor for Nurse Practitioner services and limited expenses

which benefit the family planning clients at Teton County Public Health.

The County shall pay the Contractor Forty dollars (\$40.00) per hour for services. The contractor will maintain their own malpractice insurance. The contractor will be paid a minimum of four (4) hours per week for each scheduled family planning/STD clinic with a maximum number of eight (8) hours per week. The contractor will be paid for phone consults with nurses.

Payment to the Contractor will be made on a bi-weekly basis upon a voucher delivered to the Teton County Public Health Accounts Payable/Accounts Receivable administrative assistant by the Thursday of the second week which expenses are incurred. Payment will be made subject to the availability of funds approved by the County.

Article 3. Schedule of Payments

All payments shall be made upon completion of the Nurse Practitioner services set forth above in Section One upon approval of the Teton County Public Health Nurse Manager and Teton County Public Health Director.

Article 4. Schedule of Services

The Contractor shall complete the services provided for in this contract during the prearranged family planning clinic dates to be set up between the Contractor and the Nurse Manager of Teton County Public Health. Upon completion of said work as approved by the Public Health Nurse Manager, Contractor shall be paid by the County on a bi-weekly basis as provided herein.

Article 5. Administration

The Teton County Public Health Nurse Manager shall provide the general administration of these services on behalf of the County. The AR/AP administrative assistant shall administer the accounting and payment for consulting services upon approval of the Teton County Public Health Director. The Contractor shall administer the manner and means of completing the consulting services.

Article 6. Term and Termination

The term of this Contract shall be from February 6th, 2018 until either the \$8000 grant that is allocated is fully utilized or December 31, 2018 whichever comes first. The term may vary due to changes imposed by governmental action. This contract may be terminated, without cause, by either party with thirty (30) days written notice by certified mail to the mailing address listed above. Notice shall be deemed given within three (3) days of the date the notice was mailed. This contract may be immediately terminated for cause if either party fails to perform substantially in accordance with the terms of this agreement. Should either party fail to comply with the provisions of this contract, payment for portions of this contract will be withheld until such time as the portion of this contract have been completed and work product provided to the County.

Article 7. Entire Agreement

The contract represents the entire and sole agreement between the Parties with respect to the subject matter hereof and supersedes any and all prior negotiations, understanding, representation, or consulting agreements whether written or oral. This agreement cannot be modified, changed, or amended, except in writing signed by the Parties.

Article 8. Independent Contractor

a. The parties intend that an independent contractor relationship shall exist and be created by this contract. The County is only interested in the results achieved, and the conduct and control of the work to be performed will lie solely with the Contractor. Contractor is not considered an employee of the County and is not entitled to any of the benefits of an employee of the County. The Contractor understands that the County does not agree to hire the Contractor exclusively and that the Contractor is free to contract for similar services with other parties subject to Section Nine below.

b. Each party to this contract shall be responsible for their own liability and may insure themselves accordingly.

c. The Contractor shall be responsible for the acts of its officers, and employees for all suits, actions, or claims of any character brought because of any injuries or damage received or sustained by any person, persons, or property; on account of the operations of said Contractor, or on account of or as a consequence of any neglect, because of any act or omission, neglect, or misconduct of said Contractor; or because of any claims or amounts recovered from any infringements of patent, trademark, or copyright; or from any claims or amounts arising or recovered under the "Workman's' Compensation Act," or any other law, ordinance, order, or decree.

Article 9. Conflicts of Interest

The contractor shall not engage in providing consultation or representation of clients, agencies, or firms which may constitute a conflict of interest which results in a disadvantage to the County. The contractor shall notify the County of any potential or actual conflicts of interest arising during the course of the contract. The contract may be terminated in the event a conflict arises. Termination of the contract will be subject to a mutual settlement of the accounts. In the event that the contract is terminated under this provision, the contractor shall take steps to insure that all files, evidence, evaluation, and data are provided to the County. This does not prohibit the contractor's ability to engage in consultations, evaluations, or representation under agreement with other agencies, firms, facilities, or attorneys so long as no conflict exists.

Nothing in this contract shall be interpreted as authorizing the contractor or its agents and or employees to act as agents or representatives of or on behalf of the County to incur any obligation of any kind on behalf of the County.

Contractor agrees to bind specifically every subcontractor to the applicable terms and conditions of this contract for the benefit of the County.

The Contractor shall require each subcontractor to be bound by the contract. The Contractor shall make available to each proposed subcontractor, prior to execution of the subcontract, copies of the contract to which the subcontractor will be bound.

Article 10. General Provisions

A. Compliance with applicable laws.

The parties agree to comply with all applicable federal, state, and local laws, rules and regulations in the performance of this contract. Failure to do so will give the County the right to terminate this contract immediately.

B. Governing Law.

This contract shall be governed by and construed in accordance with, the laws of the State of Wyoming, without giving effect to the principles of conflict of laws thereof. The Parties hereto irrevocably elect as the sole judicial forum for the adjudication of any matters arising under or in connection with this Agreement, and consent to the jurisdiction of, the courts of the County of Teton, State of Wyoming, or the United States of America for the District of Wyoming. This Agreement was negotiated by both Parties hereto. As such, this Agreement shall not be construed against or in favor of any Party by virtue of which party drafted the Agreement or any portion thereof.

C. No kick-backs.

The Contractor certifies and warrants that no gratuities, kick-backs, or contingency fees were paid in connection with this contract, nor were any fees, commissions, gifts, or other considerations contingent upon the award of this contract.

D. Governmental immunity.

The County does not waive its governmental immunity by entering into this contract and fully retains all immunities and defenses provided by law with regard to any claim or action based on or arising out of this contract.

E. Work Product.

The County shall own the work product of this contract. This shall include but is not limited to: any software, passwords, administrative ID's, source codes, etc.

F. Confidentiality of Information.

All documents, data compilations, reports, computer programs, photographs, and any other work provided to or produced by the County in the performance of this Agreement shall be kept confidential by the Contractor, and in accordance with HIPAA regulations, unless written permission is granted by the county for its release or it is court ordered. If the Contractor receives a request for any of this information that Contractor has access, said request shall be forwarded to the County Attorney. Contractor shall insure that all information that it has access to shall be held confidential and shall not allow the information

to be disclosed to any other person or entity. Contractor shall take all necessary precautions to insure that the information is confidential, including but not limited to having staff sign statements of confidentiality.

G. Indemnity.

Contractor agrees to indemnify and hold County, their officers, agent and employees harmless from any and all claims, damages, costs, liability or expenses (including attorney's fees) arising out of the performance of the Scope of Work as set forth in this Agreement.

H. Declaration by Independent Contractor.

The Contractor declares and states that it has complied with all federal, state, and local laws regarding business permits and licenses that may be required to carry out the work to be performed under this agreement.

I. Third Party Beneficiary.

The Parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Agreement shall not be construed so as to create such.

(signature page to follow)

APPROVAL AND EXECUTION

IN WITNESS WHEREOF, the parties have executed this Agreement in Teton County, Wyoming, on this _____ day of _____, 2018.

ADAIR FLYNT, INDEPENDENT CONTRACTOR

Adair Flynt

Tax ID No. _____

TETON COUNTY BOARD OF COUNTY COMMISSIONERS

Mark Newcomb, Chairman

ATTEST: (SEAL)

Sherry L. Daigle, Teton County Clerk